

COPY

FILED

2012 OCT 11 PM 2:58
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES
BY: _____

LAW OFFICES OF COURTNEY M. COATES
COURTNEY M. COATES, ESQ. - 203448
26201 Ynez Road, Suite 103
Temecula, CA 92591
P: (951) 595-8118
F: (951) 296-2186
ccoateslaw@gmail.com

WALKER & ASSOCIATES, LLP
JAMES L. WALKER, JR. - 411767
80 Wildhorse Court
Monroe, CT 06468
(203) 324-0091

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

IN AND FOR THE CENTRAL DISTRICT OF CALIFORNIA

MASSEY ENTERPRISE
INTERNATIONAL, INC.; BOY-
O-BOY ENTERTAINMENT,
INC.; ANGEL MASSEY; KYLE
MASSEY; CHRISTOPHER
MASSEY

Plaintiffs,

v.

ASSOCIATED TELEVISION
INTERNATIONAL; HELPING
HANDS, LLC; DAVID MCKENZIE,
also known as DAVID STANTON,
and A&E NETWORKS, LLC and
DOES 1-10,

Defendants.

No. CV12-05327-JFW (MRWX)

**SECOND AMENDED COMPLAINT
FOR:**

1. COPYRIGHT INFRINGEMENT
2. COPYRIGHT INFRINGEMENT
3. FRAUD & DECEIT
4. BREACH OF CONTRACT
5. BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH
AND FAIR DEALING
6. MISAPPROPRIATION
7. TORTIOUS INTERFERENCE
WITH PROSPECTIVE
ECONOMIC ADVANTAGE
8. UNFAIR COMPETITION
9. CONSTRUCTIVE TRUST &
ACCOUNTING

[DEMAND FOR JURY TRIAL]

1
2 Plaintiffs MASSEY ENTERTAINMENT INTERNATIONAL, INC., BOY-
3 O-BOY ENTERTAINMENT, INC., ANGEL MASSEY, KYLE MASSEY, and
4 CHRISTOPHER MASSEY (collectively "Plaintiffs") complain as follows:
5

6 **INTRODUCTION**

7 1. Plaintiffs bring this action for separate and distinct acts of
8 federal copyright infringement, breach of contract, fraud, violation of California
9 Civil Code 3344, and unfair, fraudulent, and unlawful business practices. The
10 gravamen of Plaintiffs' claims arises from ATI's unauthorized production and airing
11 of four television series, entitled *Bristol Palin: Life's a Tripp*, *World's Funniest*
12 *Moments*, *Elizabeth Stanton's Great Big World*, and *Laura McKenzie's Traveler*,
13 the latter three of which have been syndicated in nearly all fifty states.
14
15

16 2. These above-referenced syndicated series feature unauthorized footage
17 of the Masseys doing charitable work around the world and/or enjoying family
18 vacations throughout the world ("Syndicated Series"). Defendants have illegally
19 exploited the Masseys in the Syndicated Series by infringing a music copyright and
20 exploiting their images and names without their permission and without
21 compensating the Masseys.
22
23

24 3. The series, *Bristol Palin: Life's A Tripp*, is the subject of several
25 contracts which Defendants entered into with Plaintiffs. After Plaintiffs refused to
26 release their ownership rights in the Bristol Palin Series and modify the terms of
27 compensation, Defendants purported to suspend these contracts placing them on an
28

1 indefinite “hiatus.” Defendants are now attempting to steal the Series by editing
2 and airing prior footage and excluding Plaintiffs, thus, depriving Plaintiffs of their
3 agreed-upon fees, credit, and residual income. Accordingly, Plaintiffs seek relief
4 from this Court to enjoin Defendants separate acts of infringement and award
5 damages, penalties, and costs for all violations of federal and state laws.
6

7
8 **PARTIES AND/OR KEY PARTICIPANTS**

9 4. Plaintiff MASSEY ENTERPRISE INTERNATIONAL, INC.
10 (“MEI”) is a California corporation authorized to transact business within the State
11 of California. MEI is a loan-out corporation furnishing the services of award-
12 winning and internationally acclaimed television actors, KYLE MASSEY and
13 CHRISTOPHER MASSEY, who are siblings.
14

15 5. Plaintiff BOY-O-BOY ENTERTAINMENT, INC. (“BOY-O-BOY”) is
16 a California corporation authorized to transact business within the State of
17 California. BOY-O-BOY is a loan-out corporation furnishing the services of
18 producer, ANGEL MASSEY.
19

20 6. Plaintiff ANGEL MASSEY (“ANGEL”) is the mother and longtime
21 manager of KYLE MASSEY and CHRISTOPHER MASSEY. Over several years,
22 ANGEL has written, developed, and produced television concepts featuring her
23 sons, KYLE and CHRISTOPHER.
24

25 7. Plaintiff KYLE MASSEY (“KYLE”) is an American actor, dancer,
26 singer, comedian, and rapper from Atlanta, Georgia who resides and does
27
28

1 substantial business in California. He is perhaps best known for starring in the
2 Disney Channel sitcom *That's So Raven*, in which he played Cory Baxter, and in the
3 Disney show *Cory in the House*, a spin-off of *That's So Raven*. KYLE is well-
4 known for starring in the Disney Channel Original Movie *Life is Ruff*. Massey is the
5 brother of *Zoey 101* star CHRISTOPHER MASSEY. As a producer and rapper,
6 KYLE has released several songs for Walt Disney Records and Hollywood Records
7 including "Underdog Raps." KYLE finished second place as a finalist in ABC's
8 *Dancing with the Stars*. He is currently the voice of Milo in the Disney animated
9 series *Fish Hooks* and a performer/dancer in *Dancing With the Stars – Live Las*
10 *Vegas*.

11
12
13
14 8. Plaintiff CHRISTOPHER MASSEY ("CHRISTOPHER") is an
15 American actor, comedian and rapper from Atlanta, Georgia, best known for
16 starring as Michael Barrett in the Nickelodeon television series *Zoey 101*. He
17 resides in California. CHRISTOPHER has received many awards including
18 a *Young Artist Award* and *Emmy Award* nominations. He has appeared in several
19 commercials with his younger brother, KYLE, for *Cold Stone Creamery*, *Disney*
20 and *Pepsi*, among others. CHRISTOPHER is also a singer/rapper, songwriter and
21 music producer for several well known singers within the music industry.
22 CHRISTOPHER has guest starred alongside his brother on Disney's *That's So*
23 *Raven*. He and his brother have had starring roles on the BET sitcom *The Parkers*.
24
25
26
27
28

1 In 2006, CHRISTOPHER was named one of Teen People's "25 Hottest Stars Under
2 25."

3
4 9. Plaintiffs KYLE, CHRISTOPHER, and ANGEL are collectively
5 referred to herein as "the MASSEYS."

6 10. BRISTOL PALIN ("BRISTOL") is the second child and oldest
7 daughter of former United States Vice Presidential Candidate and Governor of the
8 State of Alaska, Sarah Palin. BRISTOL rose to fame as a minor teenager during the
9 2008 presidential election. After Governor Palin was selected as Senator John
10 McCain's running mate for Vice President, news stories surfaced that Governor
11 Palin's unmarried, 17-year old daughter, BRISTOL, was pregnant. This news
12 appeared to undermine Governor Palin's conservative platform for traditional
13 family values. BRISTOL became the subject of enormous curiosity, criticism, and
14 misunderstanding. After BRISTOL gave birth to her son, TRIPP, she answered this
15 public scrutiny by making numerous public appearances and accepting ABC's
16 invitation for her to participate as a contestant in the 11th Season of *Dancing with*
17 *the Stars*. BRISTOL successfully garnered millions of fans during the show and
18 finished third place next to second-placed KYLE MASSEY.
19
20
21
22
23

24 11. Plaintiffs are informed and believe and, based thereon, allege that
25 Defendant ASSOCIATED TELEVISION INTERNATIONAL ("ATI"), is a
26 fictitious business name of ASSOCIATED ENTERTAINMENT RELEASING,
27 INC., a California corporation. ATI transacts substantial business and maintains its
28

1 principal office within Los Angeles, California. ATI holds itself out as a media
2 company that has been in the business for over 30 years engaged in full-service
3 production and distribution of television programming. To that end, ATI holds
4 itself out as a leading independent syndicator of original programming in the United
5 States.
6

7
8 12. Plaintiffs are informed and believes, and based thereon alleges that,
9 ATI has contracted with A&E TELEVISION NETWORKS, LLC ("AETN") to air
10 copyrighted materials and derivative works of Plaintiffs. AETN is also an intended
11 third-party beneficiary under the contracts mentioned herein. AETN owns and
12 operates a portfolio of ten cable television channels, including BIO and Lifetime.
13

14 13. Plaintiffs are informed and believe that Defendant HELPING
15 HANDS, LLC ("HELPING HANDS"), is a Delaware limited liability company,
16 and a wholly-owned subsidiary of ATI, actively managed by STANTON. Plaintiffs
17 are informed and believe that HELPING HANDS, LLC, a Delaware limited liability
18 company, is not registered and legally authorized to transact business in California.
19 Plaintiffs are informed and believe that HELPING HANDS, LLC and DOES 1
20 through 10, have ratified, approved, are directly involved, a co-conspirator with, or
21 alter-ego of the other Defendants, and/or otherwise complicit in the wrongful acts
22 alleged herein.
23
24
25

26 14. Plaintiffs are informed and believe, and based thereon alleges, that
27 Defendant DAVID STANTON ("STANTON"), also known as DAVID
28

1 MCKENZIE, is the owner and principle of ATI and HELPING HANDS, LLC.

2 STANTON is an individual engaged in the contractual breaches, acts of
3 misappropriation, fraud and copyright infringement alleged herein.
4

5 15. The true names and capacities of individuals, partnerships,
6 corporations, or other entities sued herein as DOES 1 through 10 are unknown to
7 Plaintiffs. Plaintiffs, therefore, sue said defendants by fictitious names. Plaintiffs
8 are informed and believe, and based upon such information and belief, allege that
9 each fictitiously named defendant is responsible in some way for the occurrences,
10 conduct, act and omissions herein alleged and that Plaintiffs' damages and injuries
11 as herein alleged were proximately caused by defendants.
12
13

14 **JURISDICTION AND VENUE**

15 16. This Court has subject matter jurisdiction over Plaintiffs' claim
16 for copyright infringement pursuant to 17 U.S.C. §501, 28 U.S.C. §§1331 and
17 1338(a). Moreover, this Court has supplemental jurisdiction over the state law
18 claims alleged pursuant to 28 U.S.C. §1367, because the state law claims are so
19 related to claims in the copyright claim that they form part of the same case or
20 controversy under Article III of the United States Constitution.
21
22

23 17. This Court has personal jurisdiction over Defendants pursuant to
24 Rule 4(K)(1)(a) of the Federal Rules of Civil Procedure because, upon information
25 and belief, Defendant has conducted and continues to conduct substantial business
26 in the State of California. This business includes contracting with Plaintiffs to
27
28

1 perform services and produce music here in California, and owning and operating a
2 media production company and website for the purposes of directly marketing,
3 selling, distributing, and supporting various goods and services to people in
4 California, including residents of California.
5

6 18. Venue in this district is proper under 28 U.S.C. §§1391 and 1400
7 because a substantial part of the events giving rise to the claims asserted herein arise
8 in this district, and Defendants, upon information and belief, are and at all times
9 were doing business in this district.
10

11
12 **FACTS COMMON TO ALL CLAIMS**

13 19. Within the last three years, the MASSEYS have worked with
14 STANTON and ATI to create a documentary television series showing their work
15 with various charities. They traveled to, among other places, Kenya, Vietnam, and
16 Nicaragua. Other celebrities would join the MASSEYS in their charitable work,
17 such as, Nickelodeon actor, Drake Bell, Disney actors Jake T. Austin and Chelsea
18 Kane, and American Idol's Ace Young. MASSEYS and STANTON became
19 friends. Also, during this time, STANTON would invite the MASSEYS to vacation
20 with his family in the British Virgin Islands and Bahamas. These family vacations
21 were completely unrelated to any of the charitable causes in which the MASSEYS
22 participated for compensation.
23
24
25

26 20. From September to November 2010, KYLE and BRISTOL
27
28

1 participated in ABC's hit show *Dancing with Stars*, which returned for its 11th
2 season. *Dancing with the Stars* is a televised dance competition featuring some of
3 today's most popular celebrities. During the show, the MASSEYS became personal
4 friends of BRISTOL and, after getting to know her, the MASSEYS believed they
5 would enjoy working with BRISTOL on future television projects.
6

7
8 21. On or about November 2010, the MASSEYS created a written pilot
9 treatment for a half-hour television series featuring KYLE, CHRISTOPHER, and
10 BRISTOL, and her infant son, TRIPP, entitled *Bristol-ogy 101*. The treatment
11 showed BRISTOL, her son, TRIPP, KYLE and CHRISTOPHER, living together
12 away from BRISTOL's home in Alaska, attending college while raising TRIPP, and
13 surviving life's episodes with the support of each other, friends and family.
14

15
16 22. Prior to contracting with Defendants, the MASSEYS registered the
17 pilot treatment for *Bristol-ogy 101* with the Writer's Guild of America. In early
18 2011, ANGEL/BOY-O-BOY engaged writers for *Bristol-ogy 101*. On August 23,
19 2011, the MASSEYS federally registered the original television pilot treatment for
20 *Bristol-ogy 101* with the United States Copyright Office, Registration No.
21 TXu001765283. *Bristol-ogy 101* tells the story of BRISTOL, a single mom, raising
22 her infant son, TRIPP, receiving support from and living with KYLE and
23 CHRISTOPHER, going to school, and being supported by friends and family.
24
25 ANGEL sent the pilot treatment to BRISTOL to explore her interest in the *Bristol-*
26
27
28

1 ogy 101 concept. BRISTOL expressed her enthusiasm for the concept and agreed to
2 work with the MASSEYS on the project.

3
4 23. One night over dinner following a night's taping of *Dancing*
5 *with the Stars*, ANGEL verbally communicated to STANTON and Cindy Osbrink
6 of The Osbrink Agency, in confidence, several ideas for the *Bristol-ogy 101*
7 television concept showing BRISTOL, a young single mother, and her son, TRIPP,
8 living and surviving life's episodes and challenges with CHRISTOPHER and
9 KYLE. ATI and STANTON expressed no interest in *Bristol-ogy 101* and found the
10 idea silly. Thereafter, Defendants conspired and embarked upon a plan to gradually
11 misappropriate from the MASSEYS the creative concepts surrounding *Bristol-ogy*
12 *101*, featuring BRISTOL and, her son, TRIPP, surviving on their own living with
13 KYLE and CHRISTOPHER away from her home in Alaska.

14
15
16
17 24. Specifically, on or about March 8, 2011, ATI and STANTON
18 approached ANGEL and falsely represented that he wanted KYLE,
19 CHRISTOPHER, and BRISTOL to participate in a weekly documentary series
20 where they would do charity work around the world, similar to what KYLE and
21 CHRISTOPHER had previously done with ATI. The documentary would be
22 tentatively entitled *Helping Hands* which was in keeping with the purpose and
23 subject matter of the series. ATI and STANTON also proposed that
24 CHRISTOPHER and KYLE produce original music for the Series. Because
25 ANGEL originated the concept of CHRIS, KYLE, and BRISTOL working together,
26
27
28

1 ATI and STANTON proposed that ANGEL attach as one of the producers of the
2 Series, providing consulting services and creative input, and that KYLE and
3 CHRISTOPHER would receive \$25,000 per episode, together with any other
4 compensation on a “most favored nations” basis among all series regulars.
5

6 25. On or about March 17, 2011, MEI and ATI entered into two co-
7 terminous Artist Deal Memos with KYLE and CHRISTOPHER, respectively,
8 whereby each of them would appear in a one-half (1/2) hour television episodic
9 series, tentatively entitled *Helping Hands* (“*Helping Hands*”). ATI and STANTON
10 represented to Plaintiffs that *Helping Hands* would star teenaged mother,
11 BRISTOL, her son, TRIPP, together with KYLE, CHRISTOPHER, who would do
12 charity work on a weekly basis. Defendants never mentioned that KYLE,
13 BRISTOL, TRIPP, and CHRISTOPHER would live together. The Artist Deal
14 Memos each required that, in exchange for KYLE and CHRISTOPHER’s
15 participation in *Helping Hands*, ATI would separately pay each of them Twenty-
16 Five Thousand Dollars per episode for all episodes produced, on a “pay or play”
17 basis, with a minimum of ten (10) episodes, totaling Five Hundred Thousand
18 Dollars (\$500,000.00). Both Artist Deal Memos entitle MEI, KYLE, and
19 CHRISTOPHER to a portion of the earnings from the Series to be mutually agreed
20 upon (on a most favored nations basis with other artists who are regulars on the
21 Series). Both Artist Deal Memos contained an exclusivity clause which required
22 (with some exceptions) that neither KYLE nor CHRISTOPHER serve as the
23
24
25
26
27
28

1 principal talent, executive producer of or a regular participant in any cinema
2 verite/non-fiction/documentary television program or series occurring on the major
3 networks.
4

5 26. On March 23, 2011, ATI and STANTON agreed to use KYLE and
6 CHRISTOPHER's original music and lyrics to be incorporated in or synchronized
7 with episodes of *Helping Hands*. ATI agreed that, from such music, KYLE and
8 CHRISTOPHER would receive 100% of the music publishing and performance
9 royalties.
10

11 27. Upon execution of the Artist Deal Memos and Producer's Deal
12 Memo, Plaintiffs fully performed their respective contractual obligations. ATI set a
13 production schedule over a period of ten (10) weeks, beginning on July 25, 2011.
14 Over the course of this ten-week period, ATI began to unilaterally change the
15 creative direction of the Series without ANGEL's prior knowledge or consent.
16 Although the Producer's Deal Memo required that ATI meaningfully consult with
17 ANGEL and permit her to be present at any shoot days in which KYLE and
18 CHRISTOPHER were also participating, ATI did not include ANGEL in
19 production meetings and did not meaningfully consult with her, and failed to keep
20 ANGEL informed concerning the creative direction of the Series. Although the
21 Artist Deal Memos provided that KYLE and CHRISTOPHER would have the right
22 of meaningful consultation for episode scripts and final cut of all episodes, ATI did
23
24
25
26
27
28

1 not provide KYLE or CHRISTOPHER any meaningful opportunity to see the final
2 cut, let alone exercise any editing rights.

3
4 28. On or about May 9, 2011, A&E Networks, LLC announced that it
5 had purchased for its BIO channel, ten (10) half-hour episodes of a reality series,
6 which included a storyline of BRISTOL raising her two-year old son, TRIPP, and
7 living with KYLE and CHRIS in Los Angeles while also working for local charity.
8 KYLE and CHRIS, two boys, would help support BRISTOL, a single mom, by
9 babysitting, looking after, and caring for TRIPP while BRISTOL lived away from
10 her family in Alaska. This concept was originated by ANGEL and is substantially
11 similar to the *Bristol-ogy 101* concept.
12

13
14 29. On May 9, 2011, Plaintiffs confronted ATI and STANTON
15 concerning Defendants' efforts to misappropriate *Bristol-ogy 101* without their
16 knowledge. In response, Defendant STANTON responded: "... I just always do
17 what I want ha ha."
18

19
20 30. To allay these concerns, on or about July 15, 2011, ANGEL entered
21 into a Producer's Deal Memo to serve as an Executive Producer for *Helping Hands*.
22 The Producer's Deal Memo provided that ANGEL would receive the exclusive
23 "Created By" credit for the show and be compensated Ten Thousand Dollars
24 (\$10,000) per episode (on a pay or play) basis. ANGEL understood that, because
25 the Artist's Deal Memos guaranteed all episodes produced with a minimum
26 guarantee of (10) episodes, she would be entitled to a minimum payment of One
27
28

1 Hundred Thousand Dollars (\$100,000.00). In addition, the Producer's Deal Memo
 2 provided that ANGEL receive ten (10%) percent of Defendants' share of gross
 3 receipts received from the Network, including videogram receipts, merchandising,
 4 publishing, and/or sponsors. The Producer's Deal Memo expressly reserved, and
 5 Defendants expressly acknowledged, ANGEL's rights to pre-existing ideas or
 6 concepts, as well as ancillary and associated rights to produce a future reality series
 7 involving one or more of the same participants in the future:
 8

10 Lender/Angel agrees that all proceeds of their work relating to the
 11 Series are a specially ordered "work for hire" on behalf of the Company, the
 12 Company is deemed author and copyright holder of all such work; provided,
 13 however, ***any other ideas or concepts of Lender/Angel developed prior to***
 14 ***the Series or unrelated to the Series (but which may contain some or all of***
 15 ***the participants as the Series, including but not limited to, the concept of***
 16 ***Bristol Palin, Kyle Massey and Christopher Massey living and working***
 17 ***together) shall remain the sole and exclusive property of Lender/Angel[.]***

18 ***

19 ***Angel Massey shall be accorded the same or better terms as set forth herein***
 20 ***regarding any future series produced by Company,*** which is derived from
 21 her status as the creator of the Series, including but not limited to, any spin-
 22 offs, prequels or sequels, merchandising, publishing, home video, new media,
 23 etc. of the Series, and ***Company acknowledges that Angel has all ancillary***
 24 ***and associated rights derived from her status as the creator of the Series***
 25 ***including but not limited to spin-offs, prequels and sequels in all formats in***
 26 ***this cinema verite/non-fiction and documentary television Series.***

27 (Producer's Deal Memo, pg. 2, ADDITIONAL TERMS AND
 28 CONDITIONS)

31. Beginning July 2011, ATI began to produce the *Helping Hands*
 reality series involving BRISTOL, TRIPP, CHRISTOPHER, and KYLE, their
 family and friends. For example, ATI began to film BRISTOL, CHRISTOPHER,

1 and KYLE living in a house, together with BRISTOL and her son, TRIPP. *Helping*
2 *Hands* featured scenes of KYLE and CHRISTOPHER going to parenting classes to
3 assist BRISTOL with babysitting her son, TRIPP. There were scenes featuring
4 KYLE and CHRISTOPHER taking TRIPP to a photo shoot. Defendants arranged
5 for KYLE, BRISTOL, TRIPP, and CHRISTOPHER to travel to Alaska and spend
6 time interacting with the Palin family at their home. BRISTOL, ANGEL, CHRIS,
7 and KYLE agreed to include the Palin family, as participants in the Series at the
8 time the idea was originally pitched to BRISTOL. Defendants shot scenes of the
9 Palin family throwing a party for BRISTOL, celebrating her move to Los Angeles,
10 wishing her well, and appreciating KYLE and CHRIS for befriending and
11 supporting their daughter. Defendants shot scenes of BRISTOL and her family
12 camping together all night. Defendants shot scenes of BRISTOL, KYLE, and
13 CHRSTOPHER riding ATV motorcycles, river rafting in Alaska, and visiting
14 BRISTOL's grandparents in Alaska. In one scene, BRISTOL talks about how sad
15 she is that TRIPP does not have a dad, and she cries about not having any help with
16 child care.

17
18
19
20
21
22 32. Pursuant to the Producer's Deal Memo, ANGEL expressly
23 reserved all copyright interests in a future related or unrelated Series produced by
24 Defendants involving some or all of the participants in *Helping Hands*, including
25 but not limited to, any spin-offs, prequels or sequels, and all ancillary and associated
26 rights.
27
28

1 33. Plaintiffs fully performed their contractual obligations under the
2 Artist Deal Memos and Producer Deal Memo, unless otherwise excused.
3 Defendants, however, did not.

4
5 34. On or about August 2011, ATI announced that it would not pay
6 BOY-O-BOY/ANGEL the Executive Producer's fee as required under the
7 Producer's Deal Memo. Defendants refuse to pay the contractual amounts owed
8 under the Producer's Deal Memo, stating the Network was changing the direction of
9 the Series.
10

11
12 35. In September 2011, after Plaintiffs shot several episodes of
13 *Helping Hands*, STANTON notified the MASSEYS that A&E Television Networks
14 had placed the production on a "hiatus" and, therefore, ATI would be suspending
15 their contracts. Although Defendants purported to suspend the MASSEYS'
16 performance, the subject contracts contained exclusivity provisions and non-
17 competition clauses which unreasonably restrained CHRISTOPHER and KYLE's
18 ability to pursue similar contract opportunities. ATI, nonetheless, continued to film
19 episodes with BRISTOL, her friends, and family without the MASSEYS during this
20 indefinite hiatus. Defendants began creating a hostile working and living
21 environment at the house where KYLE and CHRISTOPHER were living as tenants
22 during the production of the Series. In bad faith, Defendants further notified
23 Plaintiffs to vacate the house, thus, further preventing their performance under the
24 contracts.
25
26
27
28

1 36. Defendants then informed Plaintiffs that they would not pay the
2 remaining monies owed under the March 17, 2011 Artist Deal Memos. Instead,
3 Defendants attempted to amend the contracts' terms and cause Plaintiffs to sign a
4 written modification and release of ownership rights. Plaintiffs have refused to sign
5 these contract modifications because Defendants' proposed material changes to the
6 parties' written agreements are unacceptable.
7

8
9 37. In February 2012, A&E Television Networks announced that it
10 would be working with ATI to produce a substantially identical reality series,
11 entitled *Bristol Palin: Life's A Tripp*, which (except for the MASSEYS) features
12 the same participants in *Helping Hands*, namely the single teenaged mom,
13 BRISTOL, TRIPP, and the Palin family and friends. The Series would feature
14 BRISTOL living in Los Angeles with her sister, and adjusting to her move back
15 from Los Angeles to Alaska and receiving the support of the Palin family and
16 friends. Defendants seek to exploit the copyrighted work and creative elements of
17 *Helping Hands* to produce a derivative series, using previously unaired prior
18 footage in *Helping Hands*, without credit, consent from, and compensation to the
19 MASSEYS. Under the Producer's Deal Memo, *Bristol Palin: Life's A Tripp* is a
20 derivative series from *Helping Hands* and ANGEL's status as creator and Executive
21 Producer of that series. *Bristol Palin: Life's A Tripp* is scheduled to air on June 19,
22 2012 on AETN's Lifetime channel.
23
24
25
26
27

28 38. In addition, Defendants have continued to use previously taken

1 video footage of KYLE and CHRISTOPHER on family vacation or doing charity
2 work to promote ATI's unrelated Syndicated Series, including but not limited to,
3 *World's Funniest Moments*, *Laura McKenzie's Traveler*, and *Elizabeth Stanton's*
4 *Great Big World*. *Laura McKenzie's Traveler* and *Elizabeth Stanton's Great Big*
5 *World* are hosted by STANTON's immediate family members, including his wife,
6 Laura, and daughter, Elizabeth. These programs have already aired and Defendants
7 will continue to air this unauthorized footage in the Syndicated Series unless
8 enjoined. *Elizabeth's Stanton's Great Big World* is scheduled to air from
9 September 2011 to September 2012 on the Fox Reality Channel. Plaintiffs are
10 informed and believe that KYLE and CHRISTOPHER are included in the following
11 episode titles for *Elizabeth Stanton's Great Big World*: "Vietnam Are You
12 Listening," "Caribbean Conservation," "African Safari," "Spirit of Mississippi,"
13 "Dolphin Adventure," "Miami Culture," "Florida Wildlife," and "Schools of
14 Nicaragua." Plaintiffs have discovered on www.youtube.com several unauthorized
15 *Laura McKenzie's Traveler* episodes, featuring KYLE and CHRISTOPHER doing
16 charity work, including but not limited to: British Virgin Islands (Part 1); British
17 Virgin Island (Part 2); Nicaragua (Part 1); Nicaragua (Part 2); Vietnam (Part 1);
18 Vietnam (Part 2); Kenya-Tourism Episode.

25 39. ATI and STANTON never obtained legal consent to use the creative
26 contributions, names, likenesses, and images of KYLE and CHRISTOPHER in the
27 above-referenced Syndicated Series. Nor did Defendants obtain the MASSEYS'
28

1 consent to use this footage for unrelated commercial programming, especially
 2 without payment of a fee, residuals, credit, and other standard consideration.
 3

4 **FIRST CLAIM FOR RELIEF**

5 **(Copyright Infringement – Violation of 17 U.S.C. §501-**
 6 **[Brought By the MASSEYS Only As to All Defendants and DOES 1-10]**

7 40. Plaintiffs repeat and re-allege paragraphs 1 through 39 as though
 8 fully set forth herein.
 9

10 41. Defendants had reasonable access to the original copyrighted
 11 work of *Bristol-ogy 101*, and those derivative works, such as *Helping Hands*.
 12

13 42. Plaintiffs are informed and believe, and based thereon allege,
 14 that Defendants' new reality series, *Bristol Palin: Life's A Tripp*, is a derivative
 15 work, spin-off, sequel, or prequel of the series *Bristol-ogy-101* and *Helping Hands*
 16 created by ANGEL and widely announced to air on BIO. Defendants' use and
 17 publication of the reality series, *Bristol Palin: Life's A Tripp*, without the
 18 MASSEYS' approval or authorization infringes upon Plaintiffs' exclusive copyright
 19 pursuant to 17 U.S.C. §501.
 20
 21

22 43. Plaintiffs are entitled to recover from Defendants the amount of
 23 their actual damages incurred as a result of the infringement, in such amount as is
 24 shown by appropriate evidence upon the trial of this case. 17 U.S.C. §504. Based
 25 on the conduct alleged, Plaintiffs are entitled to damages arising from this
 26 infringement, including but not limited to, actual, statutory and/or exemplary
 27
 28

1 damages for Defendants' "willful" infringement of Plaintiffs' copyrighted works.
 2 (17 U.S.C. §504(c)(2).)

3
 4 44. Plaintiffs are also entitled to injunctive relief pursuant to 17
 5 U.S.C. §502 and to an order impounding any and all infringing materials pursuant to
 6 17 U.S.C. §503. Plaintiffs have no adequate remedy at law for Defendants'
 7 wrongful conduct because, among other things, (a) Plaintiffs' copyright is unique
 8 and valuable property having market value impractical to assess, (b) Defendants'
 9 infringement harms Plaintiffs such that Plaintiffs could not be made whole by any
 10 monetary award, and (c) Defendants' wrongful conduct, and the resulting damage to
 11 Plaintiffs, is continuing.
 12

13
 14 45. Plaintiffs are also entitled to recover their attorneys' fees and
 15 costs of suit. 17 U.S.C. §505.
 16

17 **SECOND CLAIM FOR RELIEF**

18 **(Copyright Infringement— Violation of 17 U.S.C. §501**
 19 **[Brought By KYLE MASSEY and CHRISTOPHER MASSEY against ATI,**
 20 **STANTON and DOES 1-10]**

21 46. Plaintiffs, and each of them, repeat and re-allege paragraphs 1 through
 22 45, as though herein.
 23

24 47. Defendants have repeatedly and willfully infringed upon the Masseys'
 25 copyright in that certain musical composition, entitled *Hey Lady* [Reg.
 26 SRU000995636 12-1-2010], which ATI has published in a syndicated episode of
 27 *Elizabeth Stanton's Great Big World*. Under the United States Copyright Act, the
 28

1 copyright owner is entitled to recover statutory damages (up to \$150,000 per
2 instance) or the actual damages suffered by him or her as a result of the
3 infringement, and any profits of the infringer that are attributable to the
4 infringement and are not taken into account in computing the actual damages.
5

6 48. Based on the conduct alleged, Plaintiffs are entitled to damages arising
7 from this infringement, including but not limited to, actual, statutory and/or
8 exemplary damages for Defendants' "willful" infringement of Plaintiffs'
9 copyrighted works. (17 U.S.C. §504(c)(2).)
10

11 49. Plaintiffs are also entitled to injunctive relief pursuant to 17 U.S.C.
12 §502 and to an order impounding any and all infringing materials pursuant to 17
13 U.S.C. §503. Plaintiffs have no adequate remedy at law for Defendants' wrongful
14 conduct because, among other things, (a) Plaintiffs' copyright is unique and
15 valuable property having market value impractical to assess, (b) Defendants'
16 infringement harms Plaintiffs such that Plaintiffs could not be made whole by any
17 monetary award, and (c) Defendants' wrongful conduct, and the resulting damage to
18 Plaintiffs, is continuing.
19

20 50. Plaintiffs are also entitled to recover their attorneys' fees and costs of
21 suit. 17 U.S.C. §505.
22

23 //
24

25 //
26

THIRD CLAIM FOR RELIEF

(FRAUD & DECEIT-- [Brought By All Plaintiffs Against ATI, STANTON, and HELPING HANDS and DOES 1-10]

51. Plaintiffs, and each of them, repeat and re-allege paragraphs 1 through 44, as though fully set forth herein.

52. By engaging in the wrongful acts alleged, Defendants have committed fraud by and through STANTON inducing Plaintiffs to sign the Producer's Deal Memo and Artist Deal Memos and making the following false representations of fact or engaging in the following deceit: (1) entering into the Artist Deal Memos and Producer's Deal Memo with Plaintiffs without any intent, at the time of contract, to fully perform and, more specifically, misrepresenting and promising in writing to Plaintiffs, at the time of contract, that ATI would pay Plaintiffs for the ten (10) guaranteed episodes on a "pay or play" basis and residual income when, in fact, the converse was true; (2) misrepresenting to BOY-O-BOY and ANGEL, at the time of contract, that ATI would not seek or claim any rights in pre-existing or derivative works in *Helping Hands*, which were expressly reserved by ANGEL; (3) misrepresenting to BOY-O-BOY and ANGEL, at the time of contract, that ATI would include ANGEL as a producer and offer same or better terms for any future reality series that derived from her status as the creator of the original *Helping Hands* series; (3) failing to disclose to Plaintiffs, at the time of contract, that ATI intended to lure away BRISTOL to do a separate, substantially

1 similar, and competing project without the MASSEYS, while misappropriating and
2 selling Plaintiffs' idea and copyrighted work, which involved BRISTOL, TRIPP,
3 the Palin family and friends, without Plaintiffs' participation, knowledge, or
4 authorization; (4) failing to disclose to Plaintiffs, at the time of contract, that ATI
5 would sell the concept of *Helping Hands* and/or *Bristol Palin: Life's A Tripp*
6 without Plaintiffs' consent and participation in final edits, music, income, and
7 credit; (5) inducing Plaintiffs to sign contracts to perform limited charitable work
8 with the fraudulent intent to misappropriate and exploit their names, likenesses, and
9 images in unrelated commercial programming, such as the Syndicated Series,
10 without their consent; (6) intentionally and deceptively used the prior footage shot
11 from *Helping Hands* in episodes produced for a derivative series, *Bristol Palin:
12 Life's A Tripp*, but editing KYLE and CHRISTOPHER out of those episodes to
13 conceal the MASSEY's participation and fraudulently deprive the MASSEYS of
14 compensation, including residual income as provided by contract.
15
16
17
18
19

20 53. Plaintiffs justifiably and reasonably relied upon the foregoing
21 conduct, concealments, and misrepresentations to their detriment. They would not
22 have entered and continued to perform the above-referenced written contracts but
23 for STANTON and ATI's misrepresentations, concealments, and fraudulent
24 conduct.
25
26
27
28

54. As a proximate result, Plaintiffs have sustained damages according to proof. In addition, Defendants' acts were willful, malicious, fraudulent, and oppressive, entitling Plaintiffs to recover exemplary damages.

FOURTH CLAIM FOR RELIEF

(Breach of Express And/Or Implied Contracts— [Brought by All Plaintiffs Against All Defendants and DOES 1-10])

55. Plaintiffs repeat and re-allege paragraphs 1 through 54, as though fully set forth herein.

56. Defendants, and each of them, have materially breached each of the Artist Deal Memos and Producer's Deal Memo as set forth herein. In addition, Defendants have been unjustly enriched by their breaches and other bad faith conduct in failing to perform the contracts.

57. Specifically, Defendants have (i) suspended and failed to perform the subject contracts; (ii) failed to pay the guaranteed compensation for ten (10) episodes of *Helping Hands* and/or *Bristol Palin: Life's A Tripp* pursuant to the terms of these contracts; (ii) not permitted "meaningful consultation" on the creative elements and final cut of *Helping Hands* and/or *Bristol Palin: Life's A Tripp*; (iii) failed to incorporate the Plaintiff's musical compositions and songs in *Helping Hands* and/or *Bristol Palin: Life's a Tripp* as agreed, thereby, preventing Plaintiffs' from earning fees, royalties, and the platform to promote their music; (iv) refused to pay residual compensation for *Helping Hands* and/or *Bristol Palin: Life's A Tripp*, as well as include the required credit, for derivative works, such as *Bristol Palin:*

1 *Life's A Tripp*, in bad faith; (v) after suspending the contracts with Plaintiffs,
2 entered into an agreement to produce a reality series involving BRISTOL and
3 TRIPP, entitled *Bristol Palin: Life's A Tripp*, without Plaintiffs' consent and
4 participation; (vi) intentionally used the prior footage shot from *Helping Hands* in
5 episodes produced for a derivative series, *Bristol Palin: Life's A Tripp*, but editing
6 the images of KYLE and CHRISTOPHER out of those episodes in bad faith to
7 interfere with the MASSEYS' contract rights, including the right to compensation,
8 residual income, and credit; (vi) incorporating prior video footage of KYLE and
9 CHRISTOPHER doing charity work and vacations into unrelated commercial
10 television shows, such as the Syndicated Series, without prior consent and
11 compensation to Plaintiffs.
12

13
14
15
16 58. Notwithstanding the written contracts, Plaintiffs prepared an
17 original television pilot treatment, *Bristol-ogy 101*, and created a derivative
18 television concept which Plaintiffs disclosed to Defendants prior to the sale of
19 *Bristol Palin: Life's A Tripp* to AETN. ATI voluntarily accepted the disclosure of
20 *Bristol-ogy 101* and jointly produced with ANGEL a derivative concept contained
21 in *Helping Hands*, knowing that Plaintiffs intended to be compensated, at very least,
22 for the reasonable value of Defendants' use of these concepts or any derivative
23 works.
24
25

26 59. Defendants shot video footage of KYLE and CHRISTOPHER under
27 the guise that they were on vacation and participating in charity work in various
28

1 countries. Defendants knew or had reason to know that any commercial use of the
 2 footage would require Defendants' informed written consent and reasonable
 3 compensation.
 4

5 60. Defendants have refused to compensate Plaintiffs for
 6 the unauthorized use of Plaintiffs' works, derivative works, and future earnings
 7 derived therefrom.
 8

9 61. As a result of these breaches, Plaintiffs have sustained actual and
 10 consequential damages for Defendants' breaches of written contracts relating to
 11 *Helping Hands* and/or *Bristol Palin: Life's A Tripp*. Defendants have also been
 12 unjustly enriched by their conduct and, therefore, Plaintiffs are entitled to be
 13 compensated, at very least, the reasonable value for Defendants' misappropriation.
 14
 15

16 **FIFTH CLAIM FOR RELIEF**

17 **(Breach of the Implied Covenant of Good Faith and Fair Dealing—**
 18 **[Brought by All Plaintiffs Against All Defendants and DOES 1-10]**

19 62. Plaintiffs repeat and re-allege paragraphs 1 through 61, as though
 20 fully set forth herein.
 21

22 63. The Producer's Deal Memo and Artist Deal Memos contained an
 23 implied covenant of good faith and fair dealing, including that Defendants would
 24 meaningfully consult with Plaintiffs as to the creative direction of *Helping Hands*
 25 and/or *Bristol Palin: Life's A Tripp*, selection and incorporation of music, and final
 26 cut of produced episodes.
 27

28 64. California law imposed on Defendants the duty to refrain from

1 doing anything which would render performance of the subject contracts impossible
2 by any act of their own, and also the duty to do everything that the contracts
3 presuppose that each party will do to accomplish their purpose.
4

5 65. Defendants have breached the implied covenant of good faith and
6 fair dealing by doing the acts described above and, more specifically, (i) preventing
7 Plaintiffs' performance under the contract in bad faith; (ii) failing to afford Plaintiffs
8 "meaningful consultation" as to the creative direction and final cut of episodes for
9 the Series; (ii) suddenly suspending the contract mid-production claiming a
10 indefinite "hiatus," then harassing and forcing KYLE and CHRISTOPHER to
11 vacate their residence; (iii) failing to pay Plaintiffs the guaranteed compensation
12 but, instead, attempting to re-write the fully-executed contract in bad faith; (iv)
13 failing to incorporate selected musical compositions; (v) cutting Plaintiffs out of
14 their participating in and production of the Series to avoid paying and crediting
15 them for their services; (vi) failing to obtain the authorization of Plaintiffs to include
16 their names, likenesses, and images in unrelated shows that pre-dated and were
17 never contemplated under the subject contracts.
18
19
20
21

22 66. As a proximate result of Defendants' conduct, Plaintiffs have
23 sustained damages according to proof.
24

25
26 //

27
28 //

SIXTH CLAIM FOR RELIEF

(Misappropriation Of Name, Image, and Likeness

-- Violation of California Civil Code §3344

**[Brought by KYLE and CHRISTOPHER Only Against ATI and STANTON
and DOES 1 -10]**

67. Plaintiffs, and each of them, repeat and re-allege paragraphs 1 through 66, as though fully set forth herein.

68. Civil Code section 3344(a) provides, in pertinent part:

(a) Any person who knowingly uses another's name, voice, signature, photograph, or likeness, in any manner, on or in products, merchandise, or goods, or for purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods or services, without such person's prior consent . . . shall be liable for any damages sustained by the person or persons injured as a result thereof. In addition, in any action brought under this section, the person who violated the section shall be liable to the injured party or parties in an amount equal to the greater of seven hundred fifty (\$750) or the actual damages suffered by him or her as a result of the unauthorized use, and any profits from the unauthorized use that are attributable to the use and are not taken into account in computing the actual damages.

69. In addition to the foregoing, Defendants, and each of them, specifically engaged in conduct which violated Section 3344 of the Civil Code by, *inter alia*, knowingly incorporating the names, voices, and video recorded images of CHRISTOPHER and KYLE in television programming, such as *World's Funniest Moments* and *Elizabeth Stanton's Great Big World* and *Laura McKenzie's Traveler*, without their authorization. Defendants engaged in this conduct for the purpose of soliciting the ongoing and further sale and syndication of these and other ATI

shows, as well as ATI's ancillary goods, merchandise and services. The shows have been packaged, sold, published throughout the country through television networks, on YouTube, and other websites of ATI, Elizabeth Stanton, and Laura McKenzie to sell and commercially exploit the Syndicated Series, as well as ATI's other services and products, generally, to television networks.

70. As a proximate result of Defendants' statutory violation, Plaintiffs have sustained damages according to proof and are entitled to all profits.

71. Section 3344(a) provides that the prevailing party in any action under that section shall recover attorneys' fees and costs. Accordingly, Plaintiffs are entitled to such fees and costs as provided by statute.

SEVENTH CLAIM FOR RELIEF

**(Tortious Interference with Prospective Economic Advantage—
[Brought by All Plaintiffs Against All Defendants and DOES 1-10])**

72. Plaintiffs, and each of them, repeat and re-allege paragraphs 1 through 71 as though fully set forth herein.

73. Plaintiffs' business relationship with BRISTOL, as a participant in media projects created, written, and/or produced by Plaintiffs, such as *Bristol-ogy 101* and *Helping Hands*, has been advantageous to Plaintiff. There existed a probability of future economic benefit to Plaintiffs from such relationship.

74. Plaintiffs are informed and believe and on that basis allege that Defendants knew or had reason to know of the existing economic relationship and

1 future economic advantage resulting from the relationship between BRISTOL and
 2 Plaintiffs. Defendants intentionally interfered with Plaintiffs' business relationship
 3 with BRISTOL. Defendants' intentional wrongful conduct consisted of their
 4 breaches of the applicable agreements alleged herein, Defendants' suspension of
 5 the production of *Helping Hands*, falsely claiming to BRISTOL that Plaintiffs
 6 breached the applicable agreements, damaged property, and engaged in other
 7 unprofessional conduct. Defendants engaged in the foregoing conduct to lure away
 8 and induce BRISTOL to attach to another competing and substantially similar
 9 reality series, *Bristol Palin: Life's a Tripp*, without Plaintiffs' economic
 10 participation but under the same production company and television network,
 11 namely ATI and AETN.

12
 13 75. As a direct and proximate result of Defendant's conduct, Plaintiffs
 14 have suffered damages in an amount to be determined at trial.

15
 16 76. In doing the acts herein alleged, Defendants acted with oppression,
 17 fraud, malice, and in conscious disregard of the rights of Plaintiffs, and Plaintiffs are
 18 therefore entitled to punitive damages according to proof at the time of trial.

19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534

1 fraudulent business acts or practices in violation of Business & Professions Code
2 §17200.

3
4 79. As a proximate result, Plaintiffs have or will suffer irreparable
5 harm in the future if Defendants are not enjoined from (i) enforcing any non-
6 competition provisions in the subject contracts alleged herein; (ii) continuing to
7 publish works featuring KYLE and CHRISTOPHER without providing credit or
8 compensation; (iii) continuing to misappropriate the voices, names, and images of
9 KYLE and CHRISTOPHER; (iv) continuing to use Plaintiffs' television concept
10 *Bristol-ogy 101, Helping Hands, and/or Bristol Palin: Life's A Tripp* without
11 crediting and compensating Plaintiffs; (v) wrongfully interfering with Plaintiffs'
12 prospective economic advantage and business relationship with BRISTOL by
13 suspending the contracts with Plaintiffs under false pretenses while, at the same
14 time, inducing BRISTOL to work on a competing reality series derived from
15 ANGEL's status as creator of *Helping Hands*.
16
17
18
19

20 80. There is no adequate remedy at law for the recurring damage done
21 to Plaintiffs' reputation and image if Defendants are permitted to sell and/or air
22 several unauthorized works bearing Plaintiff's name, voice, and images that were
23 never included as part of the written contracts between the parties.
24

25 81. Based on the foregoing, Plaintiffs pray for orders of preliminary
26 and permanent injunctive relief and restitution as follows: (1) that Defendants cease
27 and desist from copying, reproducing, distributing, and publishing networks any
28

1 works bearing the name, image, likenesses of KYLE and CHRISTOPHER in any
 2 television episodic series; (2) disgorgement of all ill-gotten profits earned by virtue
 3 of Defendants unauthorized sale and distribution of unauthorized works bearing the
 4 name, image, and likenesses of KYLE and CHRISTOPHER; (3) restitutionary relief
 5 including gross profits received by ATI for *Bristol Palin: Life's A Tripp*.
 6

7 **NINTH CLAIM FOR RELIEF**

8 **(Constructive Trust & Accounting)**

9 **[Brought by All Plaintiffs Against All Defendants and DOES 1 to 10]**

10
 11 82. Plaintiffs, and each of them, repeat and re-allege paragraphs 1 through
 12 81 as though fully set forth herein.

13
 14 83. By virtue of Defendants' wrongful conduct, Defendants have illegally
 15 received money and profits that rightfully belong to Plaintiffs. Upon information
 16 and belief, Defendants hold the illegally received money and profits in the form of
 17 bank accounts, real property, or personal property that can be located and traced.
 18 Defendants hold the money and profits they have illegally received as constructive
 19 trustees for the benefit of Plaintiffs.
 20

21
 22 84. Plaintiffs are entitled, pursuant to 17 U.S.C. § 504, to
 23 recover any and all profits of Defendants that are attributable to their acts of
 24 infringement. Plaintiffs are likewise entitled to any and all profits derived from their
 25 misappropriation under Civil Code §3344.
 26

27 86. Plaintiffs are entitled, pursuant to 17 U.S.C. § 504 to actual or statutory
 28 damages sustained by virtue of Defendants' acts of infringement.

PRAYER FOR RELIEF

1. That the Court issue injunctive relief against Defendants, and that Defendants, their directors, principals, officers, agents, representatives, servants, employees, attorneys, successors and assigns, and all others in active concert or participation with Defendants, be preliminarily and permanently enjoined and restrained from (a) copying, modifying, distributing or making infringing use of derivative works of *Bristol-ogy 101* and *Helping Hands*, such as *Bristol Palin: Life's a Tripp*; (b) copying, reproducing, distributing, and publishing networks any works bearing the name, image, likenesses of KYLE and CHRISTOPHER in any unapproved media programming for commercial purposes without their written consent; (c) disgorgement of all ill-gotten profits earned by virtue of Defendants unauthorized sale and distribution of unauthorized works bearing the copyrighted works, as well as the names, images, and likenesses of Plaintiffs; (d) mandatory injunctive relief ordering Defendants to specifically perform and pay Plaintiffs

1 under the terms of the Artist Deal Memos and Producer's Deal Memo in connection
2 with *Helping Hands* and *Bristol Palin: Life's A Tripp*;

3
4 2. That the court impose a constructive trust on all monies received by
5 Defendants derived from *Helping Hands* and/or *Bristol Palin: Life's A Tripp*, and
6 their unauthorized use, copying, and misappropriation of any of Plaintiffs' works
7 and the Syndicated Series. Moreover, the court should order that Defendants
8 provide a full and accurate accounting to Plaintiffs for all monies and profits
9 received by Defendants derived for their unauthorized use, copying, and
10 misappropriation.
11
12

13 3. That the Court award any and all damages to which Plaintiffs are entitled
14 under the United States Copyright Act and California law, including but not limited
15 to, statutory and exemplary damages for Defendants' "willful" infringement and
16 misappropriation, including enhanced penalties, attorneys' fees and costs. (17
17 U.S.C. §504; Cal. Civ. Code §3344(a).)
18
19

20 4. That the Court grant Plaintiffs rescission and restitution for the reasonable
21 value of all benefits the Defendants unlawfully received by reason of their copyright
22 infringement, breaches, fraudulent conduct, torts, and acts of misappropriation.
23

24 5. That the Court order Defendant to pay Plaintiffs' litigation expenses,
25 including reasonable attorney's fees and costs of this action; and
26

27 6. That the Court award punitive damages sufficient to deter Defendants'
28 unlawful conduct;

1 7. That the Court grant Plaintiffs any such further relief as the Court may
2 deem just and proper.

3
4 October 11, 2012

LAW OFFICES OF COURTNEY M. COATES

5
6 By: 

7 COURTNEY M. COATES, ESQ.

8 Attorneys for Plaintiffs

9 MASSEY ENTERPRISE

10 INTERNATIONAL, INC., BOY-O-BOY

11 ENTERTAINMENT, INC., ANGEL

12 MASSEY, KYLE MASSEY, and

13 CHRISTOPHER MASSEY

14 **DEMAND FOR JURY TRIAL**

15 Pursuant to Local Civil Rule 38-1, Plaintiffs, and each of them,
16 hereby demand a jury and respectfully reserve their right to a jury trial.

17 LAW OFFICES OF COURTNEY M. COATES

18 By: 

19 COURTNEY M. COATES, ESQ.,

20 Attorneys for Plaintiffs
21
22
23
24
25
26
27
28